

FILE

NOTES ON THE CONTRIBUTORS

Debtor.

Ref. Docket No. 466

Upon consideration of the Debtor's Motion for Order Under 11 U.S.C. § 364 Authorizing Further Amendment of Debtor-in-Possession Financing (the "DIP Motion") filed by Source Precision Medicine, debtor and debtor-in-possession (the "Debtor") whereby the Debtor seeks approval to further modify certain of the terms of its debtor-in-possession financing loan from those provided for under this Court's Final Order, Pursuant to 11 U.S.C. §§ 362, 363 and 364 and Fed. R. Bankr. P. 4001 (b) and (c): (I) Authorizing Post-Petition Financing on a Secured and Super-Priority Basis, and (II) Authorizing the Debtor's Use of Cash Collateral entered July 1, 2004 (D.I. 90) (the "Existing DIP Order"); and after due deliberation and sufficient cause appearing therefor,

A. This Court has jurisdiction over this case under 28 U.S.C. § 1334(b).

B. This is a core proceeding pursuant to 28 U.S.C. § 157(b)(2).

C. Due and adequate notice has been given to all parties entitled thereto, and no other or further notice is necessary or required.

D. The relief requested in the DIP Motion is necessary and in the best interests of the Debtor and its estate.

THEREFORE, IT IS HEREBY ORDERED, ADJUGED, AND DECREED THAT:

1. The Motion is GRANTED.


2. The parties are authorized to further amend the DIP Loan Agreement (as defined in the Existing DIP Order) to authorize the Debtor to borrow up to an additional \$250,000, for an aggregate principal amount of up to \$2,550,000.

3. All other terms and conditions under the Existing DIP Order and the DIP Loan Agreement shall remain unchanged, with the exception that:

(a) without limiting the DIP Lender's rights under the Existing DIP Order and the DIP Loan Agreement with regard to existing obligations of the Debtor thereunder, any funds advanced by the DIP Lender on or after the date hereof shall be repaid in cash by not later than the Effective Date of the Debtor's First Amended Plan of Reorganization; and

(b) The parties are authorized to amend the DIP Loan Agreement from time to time to extend the Maturity date up to the earlier of (i) a Termination Event (as defined in the DIP Loan Agreement), (ii) the Effective Date of the Debtor's First Amended Plan of Reorganization, or (iii) a date certain that is not earlier than August 31, 2005.

Dated: July 1, 2005


Honorable Randolph Baxter
United States Bankruptcy Judge